

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
COLT, INC.
SCRAP TIRE CENTER

**PUBLIC HEARING AND REQUEST FOR PUBLIC COMMENT ON
SUBMITTAL OF A SOLID WASTE PERMIT RENEWAL APPLICATION
TO OPERATE A SCRAP TIRE CENTER
& THE ASSOCIATED ENVIRONMENTAL ASSESSMENT STATEMENT (EAS)**

The LDEQ, Office of Environmental Services, will conduct a Public Hearing to receive comments on the submittal of a Solid Waste Permit Renewal Application to Operate a Scrap Tire Center & the Associated Environmental Assessment Statement (EAS), received by LDEQ on January 25, 2008, for Colt, Inc., 1223 Delhomme Avenue, Scott, LA 70583. **The facility is located at 1223 Delhomme Avenue in Scott, Lafayette Parish.**

The Hearing will be held **on Tuesday, March 18, 2008, beginning at 6:00 p.m., at the Scott City Hall, Meeting Room, 420 Lions Club Road, Scott, LA 70583.** During the hearing, all interested persons will have an opportunity to comment on the proposed permit.

Colt, Inc. proposes to continue debanding and shredding whole tires into 4x4 inch chips, or other sizes as required by end use markets. The facility has the capacity to deband 60 truck and 350 auto tires per hour. The daily processing capacity is 30,000 tires.

All interested persons will be afforded the opportunity to comment on the submittal of a Solid Waste Permit Renewal Application to operate a scrap tire center & the EAS.

The EAS submitted by the applicant addresses avoidance of potential and real environmental effects, balancing of social and economic benefits against environmental impact costs, and alternative sites, projects, and mitigative measures.

Written comments or written requests for notification of the final permit decision regarding this permit may also be submitted to Ms. Soumaya Ghosn at LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. **Written comments and/or written requests for notification must be received by 12:30 p.m., Monday, April 21, 2008.** Written comments will be considered prior to a final permit decision.

LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The renewal application and the EAS are available for review at the LDEQ, Public Records Center, Room 127, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). **The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.**

Additional copies may be reviewed at the Scott City Hall, 420 Lions Club Road, Scott, LA 70583.

Individuals with a disability, who need an accommodation in order to participate in the public hearings, should contact Calvin Fair at the above address or by phone at (225) 219-3283.

Inquiries or requests for additional information regarding this permit action should be directed to Ms. Enjoli' Muse, LDEQ, Solid Waste Permits Group 1, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-0968.

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at deqmaillistrequest@la.gov or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to general information from the technically complete solid waste permit application can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/apps/pubNotice/default.asp and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/portal/tabid/2198/Default.aspx.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at www.doa.louisiana.gov/oes/listservpage/ldeq_pn_listserv.htm

All correspondence should specify AI Number 24831, Permit Number RP-55-4054, and Activity Number PER20080001.

Scheduled Publication Dates: Friday, February 22, 2008, and again Friday, March 7, 2008

The Advocate ■ Tuesday, January 8, 2008

original to _____

copy to _____

*Receipt of
Tire Application*

PUBLIC NOTICE

Notice is hereby given that Colt, Inc. does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permit Division, an application for a permit renewal to continue a waste tire processing facility in Lafayette Parish, Range 3E and 4E, Township 9S, Section 25, which is approximately one quarter mile west of Apollo Road in Scott.

Comments concerning the facility may be filed with the Secretary of the Louisiana Department of Environmental Quality at the following address.

Louisiana Department of
Environmental Services

Office of Environmental Services
Permits Division

P O Box 4313

Baton Rouge, LA 70821-4313

3793449-jan 8-1t

JAN 28 2008

pfe

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The Advocate ■ Tuesday, January 8, 2008

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Environmental Services
Office of Environmental Services
Permits Division
P O Box 4313
Baton Rouge, LA 70821-4313

3793449-jan 8-11

The Advocate ■ Tuesday, January 8, 2008

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Office of Environmental Services

Permits Division

P.O. Box 4313

Baton Rouge, LA 70821-4313

3793449-jan 8-11

AI 24831
PER 20080001original to IOSW
DS
copy to SW/61/Townsel
PAAR

§523

PART III: ADDITIONAL SUPPLEMENTARY INFORMATION

The following supplementary information is required for all solid waste processing and disposal facilities. All responses and exhibits shall be identified in the following sequence to facilitate the evaluation:

- (1) **a discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;**

The location for the Tire Processing Facility is 1223 Delhomme Avenue, Section 25, Township 9S, Range 3E and 4E and is approximately 16 acres in size located in Scott, Louisiana (Lafayette Parish) and is accessible by LA Highway 93. Scrap Tires brought onto the site are immediately shredded/processed, thus ensuring long term storage of whole tires does not occur, hence avoiding any real adverse Environmental effects. What are potential real adverse Environmental effects?

- (a) Odor and Vector – the Tire Processing Facility will not emit harmful or offensive odors because the tires will not be burned or chemically broken down. The waste tires will be shredded and placed directly into trailers awaiting delivery to approved (by the Administrative Authority) markets. Because the Tire Processing Facility

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JAN 29 2008

DEPT. OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES
PERMIT DIVISION

limits the storage of whole tires and the grass is cut, sprayed and fogged on a regular basis the problem of nesting mosquitoes and other insects should be minimal.

(b) Site Drainage – The Tire Processing Facility operates under a standard Water Discharge Permit #LA0095761

(2) a cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental-impact costs;

The proposed Tire Processing Facility – Colt, Inc. would provide definite benefits both social and economic, to the State of Louisiana as a cost benefit analysis shows that it is more economical to start a facility with an existing permitted site. This Tire Processing Facility – Colt, Inc. will provide approximately (40 to 50) jobs, and will service most all of Louisiana. The State of Louisiana has a large number of waste tires that are problems for landfills, as well as new and used tire dealers. The Tire Processing Facility – Colt, Inc. would provide for the processing and storage of waste tires from the overall solid waste stream, and will provide avenues and or markets for these tires and/or tire material to be recycled into useable end products that are approved by the local governing authority.

(3) a discussion and description of possible alternative projects that would offer more protection to the environment without unduly curtailing nonenvironmental benefits;

There are no alternative projects that would offer more protection to the environment than the proposed Tire Processing Facility, as this is a renewal application. The facility is located in a nonresidential, agricultural zone and is easily accessible by waste tire transporters. Environmental precautions will be the number one priority as the facility outlines its operation procedures. The Louisiana Department of Environmental Quality will be monitoring the Tire Processing Facility to ensure compliance of all aspects. Therefore, because of the methods to be used at this Tire Processing Facility, there are no know alternative projects, which might offer more protection to the environment without also forfeiting non-environmental benefits.

(4) a discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing nonenvironmental benefits;

As this application is a permit renewal, no alternative facilities would offer any greater degree of Environmental protection. A cost benefit analysis shows that it is more economical to start with an existing permitted site already established. The scrap tire units are shredded/processed without the involvement of chemical extraction, high heat thermal process or complex physical separation techniques. This site is not located in nor will it adversely affect any wetlands, critical habitats or historical significant areas.

- (5) a discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing nonenvironmental benefits**

The proposed Tire Processing Facility's standard operations and procedures are to be implemented with Environmental precautions as the main priority. With these Environmental precautions in mind there are no other mitigating measures that could be taken, that would result in a higher degree of protection to the Environment. Since recycling is one of the most environmentally friendly options available we feel that there are no mitigating measures, which would offer any more protection to the Environment than the Tire Processing Facility as submitted.

RECEIPT OF CHECK

Report Date/Time
1/25/2008 3:56:36 PM

AI NUMBER	24831
Company Name	Colt Inc.
Site Name/Location	Scrap Tire Center
Phone Number	
Date Received	1/25/2008
Date on Check	1/22/2008
Check Number	15318
Amount Received	\$1,250.00

RECEIPT GENERATED BY:

Sunshine McManus

COMMENTS Scrap Tire Processor Permit Renewal Application**Media:** SOLID WASTE

COPY

original to IOSW

sm
copy to SW/G1/Townsel
AVG

AI#24831

COLT, INC.

COMPILED STANDARD PERMIT RENEWAL APPLICATION

Submitted to:

THE DEPARTMENT OF ENVIRONMENTAL QUALITY OFFICE OF
MANAGEMENT AND FINANCE SOLID WASTE DIVISION

January 22, 2008

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JAN 25 2008

LDEQ

Colt, Inc.
Scrap Tire Processors Permit Renewal Application
RP-55-4054 / AI # 24831

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§10517.A.1 The name of the applicant:

Colt, Inc Scrap Tire Centers

§10517.A.2 The name and phone number of the owner / contact

Kip D. Vincent
337-235-0353

§10517.A.3 The business address including city, state, parish and zip code

1223 Delhomme Ave
Scott, LA 70583
Lafayette Parish
(See appendix 5)

§10517.A.4 The location of the processing facility including section, township and range

Section 25, Township 9S, Range 3E & 4E
(See Appendix # 14 for Topographic Map)

§10517.A.5 The business telephone number

(337) 235-0353

§10517.A.6 The federal identification number and state tax identification number

Federal # 76-0459415
State # 9184672001

§10517.A.7 The name, address and phone number of a contact person in case of an emergency, other than the individual specified in paragraph A.2 of this section

Kyle Vincent
804 St. Anne
Scott, LA 70583
(337) 316-3418

§10517.A.8 A certification in writing that all the information provided in the application and in accordance with the application is true and correct. Providing false or incorrect information may result in criminal or civil enforcement. The applicant shall also provide the site master plan, including property lines, building, facilities, excavations, drainage, roads, and other elements of the process system employed, certified by a registered engineer licensed in the state of Louisiana

See appendix # 13 for certified engineer letter
See appendix # 4 for site master plan

§10517.A.9 A copy of written notification to the appropriate local governing authority, stating that the site is to be used as a waste tire processing facility and/or collection facility

Copies of the written documentation to the appropriate local governing authority can be found in Appendix # 5

§10517.A.10 Written documentation from the appropriate local governing authority stating that the facility is in compliance with local zoning and permitting requirements

A copy of the written documentation from the appropriate governing authority stating that the facility is in compliance with the local zoning and permitting requirements is in Appendix # 6

§10517.A.11 Written documentation from the property owner granting approval for use of property as a waste tire processing and/or collection facility, if property owner is other than applicant

Property owner is applicant – Kip D. Vincent, see Appendix # 16 for copy of deed

§10517.A.12 Proof of publication on Notice of intent to submit an application for a waste tire processor standard permit

See attached public notices and affidavit of publications in Appendix # 7

§10517.A.13 A letter of compliance and certification of premises and buildings from the state fire Marshall

The appropriate letter of compliance can be found in Appendix #8

§10517.A.14 An operational plan addressing the following

- (a) facility access and security
See Appendix # 9, Section A
- (b) waste tire acceptance plan to count record and monitor incoming quantities of waste tires
See Appendix #9, Section B
- (c) method to control water run-on/runoff
See Appendix #9, Section C
- (d) days and hours of operation
See Appendix # 9, Section D

(e) waste tire storage method

(i) dimension of waste tire piles

By using the 100 tires per 10 cubic yards (per 10525.D.8 which states that piles must meet the 20ft x 10ft)

See Appendix # 4 for site master plan

(ii) maximum number of waste tires and volume of waste tire material to be stored at any one time. The total amount of waste tires and volume of waste tire material shall not exceed 60 times the daily capacity of the processing unit

Waste tires and waste tire material not to exceed 60 times the daily capacity. Site master plan in Appendix # 4 showing the proper storage limits

(iii) width of fire lanes

The width of fire lanes between all waste tire material and whole tire areas is 50ft.

(iv) method of storage to exclude standing water, including inside storage

See Appendix # 9, Section E

(v) type of access roads and buffer zones

All weather access roads
Colt has an exemption for buffer zones (see Appendix # 2)

(vi) emergency control plans in case of fire or accident, etc.

See Appendix # 18, Section 8

(f) a detailed description of the waste tire processing method to be used, including daily capacity

See Appendix #9, Section F

(g) site grounds maintenance and disease vector control to minimize vector-breeding areas and animal attractions

(i) controlling fly, mosquito and other insect emergence and entrance

See Appendix # 9, Section G

(ii) controlling rodent burrowing for food or harborage

See Appendix #9, Section G

- (iii) controlling bird and animal attraction

See Appendix #9, Section G

- (h) buffer zones

Colt, inc has an exemption from buffer zone requirements as cited in LAC 33:VII.10525.D.2, a copy of exemption can be found in Appendix #1

- (i) method to store waste tire material in detail

See Appendix # 9, Section E

- (j) end market of the waste tire material; and

Material is sent to markets/qualified recyclers as approved by the administrative authority.

- (k) method to control and/or treat any process water

See Appendix # 9, Section C

§10517.A.15 evidence of general liability insurance in the amount of \$1 million provided by an insurer who is admitted, authorized, or eligible to conduct insurance business in Louisiana

A certificate of insurance evidencing general liability coverage in the amount of \$1 million dollars can be found in Appendix # 10

§10517.A.16 site closure plan to assure clean closure. The closure plan must be submitted as a separate section with each application. The closure plan for all facilities must ensure clean closure and must include the following

- (a) the method to be used and steps necessary for closing the facility

See Appendix # 11

- (b) the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive

Processors are not paid out of the tire fund until processed material is delivered to an end market, therefore the money needed for removal of the tires would come from the tire fund. Any tires not part of the program would be paid for removal with the \$10,000.00 guarantee bond. Equipment removal \$5,000.00 – Total estimate of closure would be \$5,000.00

- (c) an estimate of the maximum inventory of whole waste tires and waste tire material on-site at any one time over the active life of the facility.

In accordance with our closure bond the maximum allowable inventory would be 50,000 tire equivalents

- (d) a schedule for completing all activities necessary for closure

See Appendix # 11

- (e) the sequence of final closure as applicable

See Appendix #11

§10517.A.17 site closure financial assurance fund

Site closure financial assurance is provided by a bond, which can be found in Appendix # 12

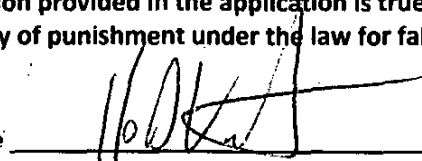
§10517.A.18 plans, specifications and operations represented and described in the permit application or permit modifications for all facilities must be prepared under the supervision of and certified by a registered engineer licensed in the state of Louisiana

The plans, specifications and operations presented in this permit renewal application have been prepared under the supervision of a registered engineer licensed in the stat of Louisiana. The appropriate certification can be found in Appendix #13

§10517.A.19 certification. The applicant must provide and sign legal certification that all information provided in the application is true and correct with the knowledge of the possibility of punishment under the law for false information

§10517.A.20 Signature

Date


1-24-08

§10517.A.21 name of authorized agent of process, if applicable

Kip D. Vincent

§10517.B Waste Tire Collection Center. Waste tire processors or other persons may operate a waste tire collection center in accordance with LAC 33:VII.10527. All information required in Subsection A of this Section must be provided in a permit application for each waste tire collection center.

Colt, Inc does not operate as a collection center

§10517.C Governmental Agencies

Colt, Inc is not a governmental agency; therefore this section is not applicable

§10525.A.1 Upon receiving a shipment containing waste tires, the processor shall be responsible for verifying the number of waste tires in the shipment by actually counting each waste tire. The processor shall sign each waste tire manifest upon receiving waste tires. Processors can be reimbursed from the Waste Tire Management Fund for only those eligible tires accepted from authorized Louisiana transporters or from generators as specified in LAC 33:VII.10519.K

All waste tires brought into Colt, Inc are counted. All Louisiana Waste Tire Manifest are signed by the processor after being counted. Tires are accepted only by eligible waste tire transporters, or generators as defined.

§10525.A.2 Each processor shall accept no more than five unmanifested tires per day per customer. The processor shall maintain a log for all unmanifested loads. The log shall include, at the minimum, the following:

- (a) the name and address of the customer
- (b) the license plate number of the vehicle delivering the tires
- (c) the phone number of the customer
- (d) the number of tires received
- (e) the date
- (f) the time
- (g) the signature of the customer delivering the tires

Colt, Inc abides by all requirements, using a log book with all information notated.

10525.B. On a form obtained from the Office of Management and Finance, Financial Services Division, all processors shall submit to the Office of Management and Finance, Financial Services Division, a monthly report which all include a certified record of pounds of tires processed during the month, along with all completed manifests for the month and the log recording all unmanifested waste tires deposited at the facility. The monthly report shall also include a certified records of the pounds of waste tire material that have been marketed and delivered as a product or raw material for beneficial reuse. An alternative method of reporting sale of waste tire material shall be developed and approved for each processor that uses a process other than shredding. The alternative method shall be approved by the administrative authority.

Each month Colt, Inc submits a Waste Tire Facility Report (supplied by LA DEQ) along with certified weight tickets, manifest and unmanifested logs to the Department of Office of Management and Finance.

§10525.C Waste tire facility operators shall provide completed copies of waste tire manifest to the appropriate waste tire generator within 30 days of the origination date of the manifest.

Colt, Inc currently provides completed copies of waste tire manifest to the appropriate waste tire generator within 30 days of the origination date of the manifest.

§10525.D All waste tire facilities must meet the following standards:

§10525.D.1 All processors shall control ingress and egress to the site through a means approved by the administrative authority, with at least one entrance gate being a minimum of 20 feet wide.

Access is secured by (4) gates, all gates meet the 20 foot requirement.

§10525.D.2 All facilities shall have a buffer zone of 100 feet. Waste tires and waste tire material shall not be placed in the buffer zone.

Colt, Inc has an exemption for a 50 foot buffer zone, See Appendix #2

§10525.D.3 Fire Protection

- (a) There shall be no open burning

Colt, Inc does not participate in open burning

- (b) The facility operator shall enter into a written agreement with the local fire department regarding fire protection at the facility

See Appendix #18 for agreement

- (c) The facility operator shall develop and implement a fire protection and safety plan for the facility to ensure personnel protection and minimize impact to the environment.

See Appendix # 18 for safety manual

§10525.D.4 Suitable drainage structures or features shall be provided to prevent or control standing water in the waste tires, waste tire material and associated storage areas.

Colt, Inc has drainage features to divert the flow of rainfall run-on and runoff from the site, see Appendix # 15

§10525.D.5 All water discharges, including storm water runoff, from the site shall be in accordance with applicable state and federal rules and regulations.

Colt, Inc is in compliance with the federal rules as issued under our Water Discharge permit #LA00957761 – See Appendix # 17 for copy of permit.

- §10525.D.6 All waste tire processors, collectors, and associated solid waste management units shall comply with LAC 33:VII.Subpart.1**

Colt, Inc complies with LAC 33:VII.Subpart.1

- §10525.D.7 Waste tires and waste tire material shall be treated according to an acceptable and effective disease vector control plan approved by the administrative authority.**

Grass, brush and other vegetation are cut, mowed, sprayed and fogged on a weekly basis. The frequency is increased during warmer periods.

- §10525.D.8 Waste tires and waste tire material stored outside shall be maintained in piles, the dimensions of which all not exceed 10 feet in width, and 200 feet in length or in such dimensions as approved by the administrative authority.**

No piles stored outside exceed 10' x 20' x 200'

- §10525.D.9 Waste tire or waste tire material piles shall be separated by lanes with a minimum of 50 feet to allow access by emergency vehicles and equipment.**

Colt, Inc currently has 50 foot access lanes separating waste tires and waste tire material to allow access by emergency vehicles.

- §10525.D.10 Access lanes to and within the facility shall be free of potholes and ruts and be designed to prevent erosion.**

Access lanes are free of potholes and ruts

- §10525.D.11 The storage limit for waste tires and waste tire material shall be no more than 60 times the daily permitted processing capacity of the processing facility.**

The number of tires will not exceed 60 times the daily capacity. By using the 100 tires per 10 cubic yards, per §10525.D.8 which states that piles must meet the 10'x20'x200' requirements, See Appendix # 4 for site master plan.

- §10525.D.12 All waste tire facility operators shall maintain a site closure financial assurance fund in an amount based on the maximum number of pounds of waste tire material that will be stored at the processing facility site at any one time. This fund shall be in the form of a financial guarantee bond, performance bonds, or an irrevocable letter of credit in the amount of \$20 per ton of waste tire material on the site. A standby trust fund shall be maintained for the financial assurance mechanism that is chosen by the**

facility. The financial guarantee bond, performance bond, irrevocable letter of credit, or standby trust fund must use the exact language included in the documents in LAC 33:VII.11101.Appendix A. The financial assurance must be reviewed at least annually.

Financial Guarantee Bond included in Appendix # 12, this bond is reviewed annually

§10525.D.13 An alternative method of determining the amount required for financial assurance shall be as follows:

- (a) the waste tire facility operator shall submit to the Office of Management and Finance, Financial Services Division, an estimate of the maximum total amount by weight of waste tire material that will be stored at the processing facility at any one time.

In accordance with our closure bond the maximum allowable inventory would be 50,000 tire equivalents

- (b) the waste tire facility operator shall also submit to the Office of Management and Finance, Financial Services Division, two independent, third-party estimates of the total cost of cleaning up and closing the facility, including the cost of loading the waste tire material, transportation to a permitted disposal site, and the disposal cost

Processors are not paid out of the tire fund until processed material is delivered to an end market, therefore the money needed for removal of the tires would come from the tire fund. Any tires not part of the program would be paid for removal with the \$10,000.00 guarantee bond. Equipment removal \$5,000.00 – Total estimate of closure would be \$5,000.00

- (c) if the estimates provided are lower than the required \$20 per ton of waste tire material, the administrative authority shall evaluate the estimates submitted and determine the amount of financial assurance that the processor is required to provide.

§10525.D.14 Financial assurances for closure and post-closure activities must be in conformity with the standards contained in LAC 33:VII.727.A.2.i

In Solid Waste Regulatory Code Title 33 Part VII revised June 30, 2007 we were unable to locate 727.A.2.i. However, Colt, Inc is in compliance for closure activities.

§523 Part III: Additional Supplementary Information

According to §523.B an application for renewal or extension of an existing permit shall not be subject to submittal of the additional supplementary information required in Subsection A of this Section, unless said renewal or extension encompasses changes that need to be addressed as major modifications.

This is a renewal application and there are no major modifications



State of Louisiana

Department of Environmental Quality



Edwin W. Edwards
Governor

William A. Kucharski
Secretary

May 5, 1995

CERTIFIED MAIL Z 030 801 481
RETURN RECEIPT REQUESTED

Mr. Robert S. Parker
Advanced Recycling, Inc.
Post Office Box 32214
Lafayette, Louisiana 70593

RE: Exemption Requests
Advanced Recycling, Inc.
RTP-055-4054
Lafayette Parish

Dear Mr. Parker:

The Louisiana Department of Environmental Quality (LDEQ) has reviewed your requests for exemption from LAC 33:VII.10525.D.2, LAC 33:VII.10525.D.13, LAC 33:VII.10535.D.4.a, and LAC 33:VII.10525.D.26.

The following exemptions are hereby granted under the following conditions:

LAC 33:VII.10525.D.2 Advanced Recycling, Inc. (ARI) does not have to maintain the required one hundred (100) foot buffer zone. However, ARI must provide a fifty (50) foot fire lane as outlined in Appendices 4 and 9 of the permit application.

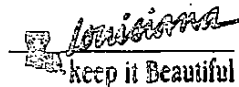
LAC 33:VII.10525.D.13 This request for exemption as stated in Appendix 1 of the permit application is granted in accordance with the plan outlined in the "Waste Tire Material Storage Method" given in Appendix 9 of the permit application.

LAC 33:VII.10525.D.26 The LDEQ approves ARI's alternate method of determining the amount of financial assurance for processed waste tire material on site as noted in Appendices 11 and 16 of the permit application.

OFFICE OF SOLID AND HAZARDOUS WASTE SOLID WASTE DIVISION P.O. BOX 82178 BATON ROUGE, LOUISIANA 70884-2178

TELEPHONE (504) 765-0249 FAX (504) 765-0299

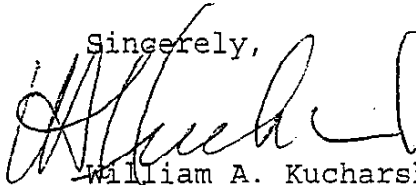
AN EQUAL OPPORTUNITY EMPLOYER



The LDEQ has deemed ARI's request for an exemption from LAC 33:VII.10535.D.4.a unnecessary. In order for ARI to receive payment for shredding tires into pieces larger than four inches X four inches, ARI must submit a separate proposal to the Administrative Authority requesting approval. This approval may only be granted under a separate agreement.

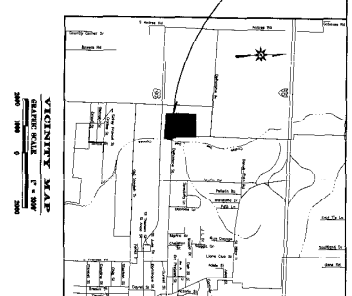
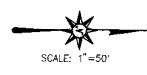
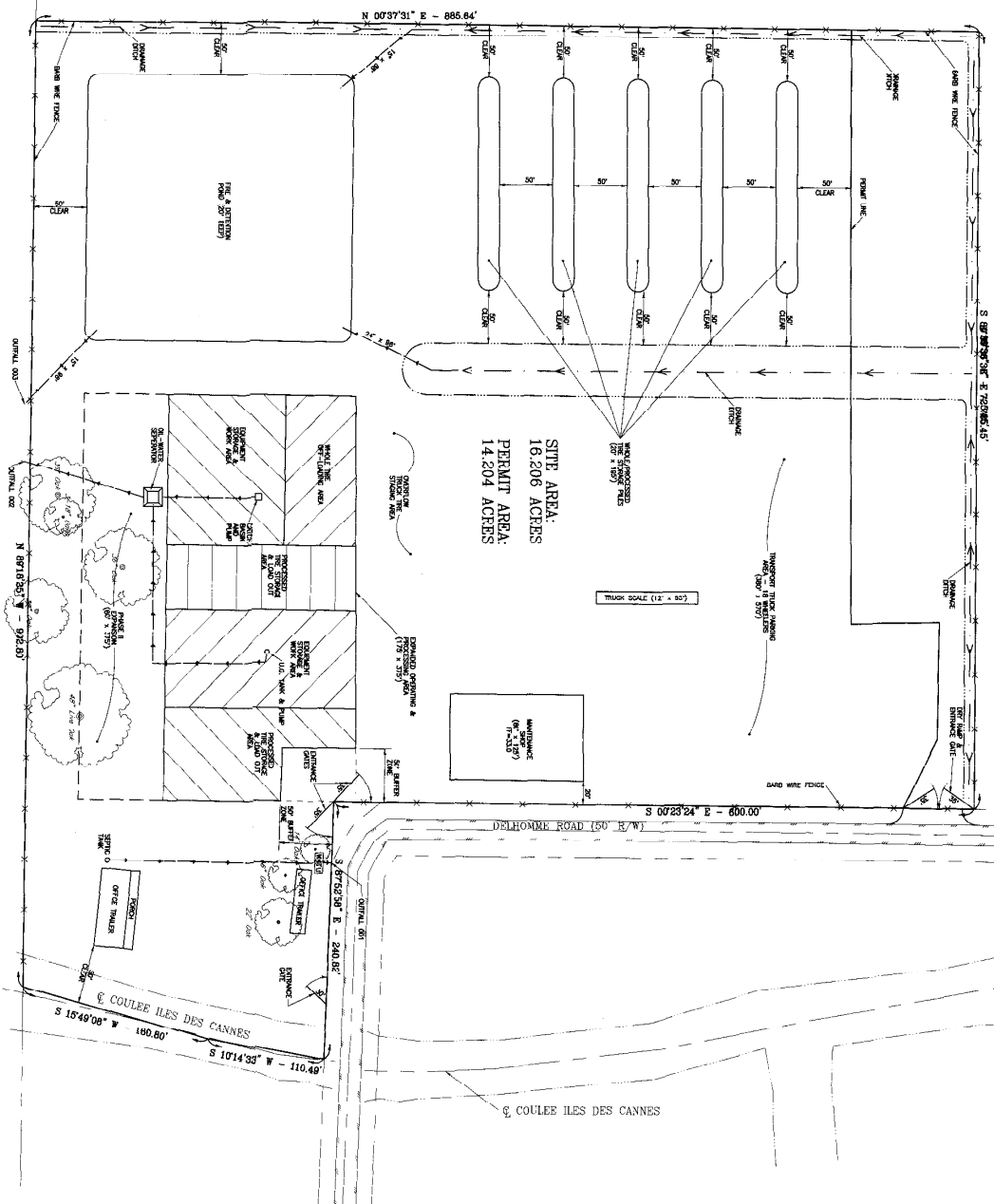
If you have any questions concerning this matter or need additional information, please contact Mr. William Mollere at (504) 765-0249.

Sincerely,



William A. Kucharski
Secretary

WAK:WRM

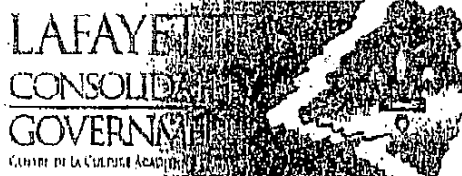


MASTER SITE PLAN MODIFICATIONS
WASTE PILE PROCESSING FACILITY
FOR COLE, INC.

BEING AS SHOWN
 LOCATED IN SECTION 26, T44, R44
 LAKE CHARLES, LOUISIANA

DUBROC ENGINEERING, INC.
 Consulting Engineers - Surveyors
 Lafayette, Louisiana

Engineer: L.A.A.
 Drawn By: L.A.A.
 Revised: 7-11-77
 Scale: 1" = 50'
 Date: 7/11/77



 PLANNING, ZONING & CODES DEPARTMENT

101 E. CYPRESS STREET
 P.O. BOX 4317-C
 LAFAYETTE, LOUISIANA 70502
 TEL: (318) 291-8000 PLANNING
 TEL: (318) 291-8445 ZONING
 TEL: (318) 291-8461 CODES

August 18, 1997

Jerry Trumps
 Advanced Recycling, Inc.
 824 Delhomme Ave.
 Scott, LA 70583

Dear Mr. Trumps:

On March 26, 1994, the citizens of Lafayette Parish, including the municipalities of Broussard, Carencro, Duson, Lafayette, and Youngsville, authorized the Lafayette Parish Communication District to upgrade the 911 Emergency System to an Enhanced 911 System providing Automatic Location Identification and other features which speed the delivery of the emergency services.

In order to make this system as effective as possible, the Department of Planning, Zoning, & Codes, the Lafayette Parish Communication District, the US Postal Service and the telephone company have been working together to convert all rural route boxes and insufficient addresses to a physical address system (i.e. street address).

While your address change will go into effect immediately, the US Postal Service will continue to deliver the mail to your present address for a period of 4 months to minimize confusion. As a result, please notify all interested parties of this most recent change. Your address will be:

1223 Delhomme Avenue
 Scott, LA 70583

For your safety and the safety of your family or employees, you should **immediately** put the numbers of your new address on the front of your house or business. These numbers should be of a size and design so that they are clearly visible to responding emergency vehicles.

Enclosed you will find a **Question and Answer Sheet** which answers the most common questions concerning the process. If you have any questions which are not on this sheet, or if you have a question about a number (address) that has been assigned by the Planning Department please contact Miss Tenique S. Briscoe at the Department of Planning, Zoning & Codes at (318) 291-8000.

Department of Planning, Zoning & Codes
 Lafayette Parish Communication District
 United States Postal Service

enclosure



CITY OF SCOTT
OCCUPATIONAL LICENSE
 (POST IN CONSPICUOUS PLACE)

000000000	888888888
000 000	888 888
000 000	888 888
000 000	888888888
000 000	888 888
000 000	888 888
000000000	888888888

LICENSE NO : 6190
 LICENSE YEAR: 2008
 ACCOUNT NO : 000518
 BUSINESS CLASSIFICATION: OCCUPATIONAL

DATE ISSUED: 01/08/08
 TRAN NUMBER: 1043

IF BUSINESS IS SOLD OR CLOSED NOTIFY CITY OF SCOTT IMMEDIATELY
 VALID AT THIS LOCATION ONLY

ISSUED TO: BILL VINCENT
 COLT INC
 P O BOX 1408
 SCOTT LA 70583

Hazel D. Myers
 MAYOR
[Signature]
 TREASURER

EXPIRES THIS YEAR ENDING 12/31/08

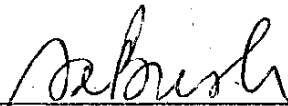
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the official Journal of the State of Louisiana, the City of Baton Rouge, and the Parish of East Baton Rouge, in the following issues:

01/08/08



Susan A. Bush, Public Notices Clerk

Sworn and subscribed before me by the person whose signature appears above:

January 8, 2008



Pegeen Singley, Notary Public, #66565
My Commission Expires: Indefinite
Baton Rouge, Louisiana

PUBLIC NOTICE

Notice is hereby given that Colt, Inc. does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permit Division, an application for a permit renewal to continue a waste tire processing facility in Lafayette Parish, Range 3E and 4E, Township 9S, Section 25, which is approximately one quarter mile west of Apollo Road in Scott.

Comments concerning the facility may be filed with the Secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of
Environmental Services
Office of Environmental Services
Permits Division
P O Box 4313
Baton Rouge, LA 70821-4313

3793449-jan 8-1t

COLT INC
TERESA SMITH
PO BOX 1408
SCOTT

LA 70583

3793449

Acadiana's Daily Newspaper


THE ADVERTISER1100 Bertrand Drive
LAFAYETTE, LA 70506PHONE: (337) 289-6300
FAX: (337) 289-6466**AFFIDAVIT OF PUBLICATION**Colt, Inc.
Teresa Smith
P.O. Box 1408
Scott, LA 70583Account No.: 6COLTI
Ad Number: 916151
Ad Total: \$252.60
No. of Lines: 3 columns x 5"
Reference No.:

**To insure proper credit please refer to your account number
and/or ad number when making payment. Remittance address:
P.O. Box 3268, Lafayette, LA 70502-3268

I, ROSE PENFOLD, do solemnly swear that I am the LEGAL CLERK of THE ADVERTISER,
a newspaper printed and published at Lafayette, in the Parish of Lafayette, State of Louisiana, and
that from my personal knowledge and reference to the files of said publication, the advertisement of

PUBLIC NOTICE

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Environmental Quality, Office of Environmental Services, Permit Division, an
application for a permit renewal to continue a waste tire processing facility in
Lafayette Parish, Range 3E and 4E, Township 9S, Section 25, which is
approximately one quarter mile west of Apollo Road in Scott.

was published in **THE ADVERTISER** on the following dates:*Wednesday, January 9, 2008**ROSE PENFOLD**
LEGAL CLERK

Sworn to and subscribed before me this 10th day of January, 2008.

**Notary Public - Christie Veazey ID# 058555**

916151

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Louisiana Department of Environmental Services

Office of Environmental Services

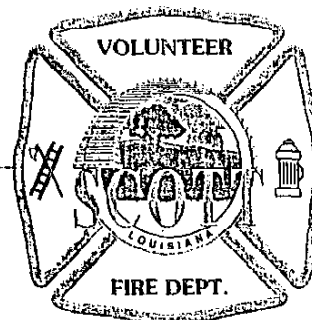
Permits Division

P O Box 4313

Baton Rouge, LA 70821-4313

SCOTT VOLUNTEER FIRE DEPT., INC.

1202 Lions Club Road
P. O. Box 306
Scott, Louisiana 70583



March 26, 2003

Colt, Inc.
1223 Delhomme Avenue
Scott, LA 70583

RE: Tire Processing Facility
AI #24831 / RTPO-55-4054


Gentlemen:

We are in receipt of your request to respond as required by La.R.S.30:2157 acknowledging our ability to respond to a hazardous material incident at your facility located at 1223 Delhomme Avenue, Scott, LA.

In response to that request, the Scott Volunteer Fire Department, Inc., has the ability to meet the response requirements of Section 472 of the Life Safety Code of the National Fire Protection Association.

Should you have any questions, please contact me at 337-235-4725.

Sincerely,


Norwood Menard
Chief

OPERATIONAL PLAN §10517.A.14

(a) Facility Access and Security

Colt, Inc. is fenced to prohibit unauthorized entry. The facility is secured by (4) gates which are locked to prohibit access or unauthorized entry at times other than hours of operation. The Lafayette Parish Sheriffs Office and the Scott City Police Department provide regular patrols for the facility as requested by Colt, Inc. personnel. These law enforcement departments are aware of site operation hours and are instructed to call Colt, Inc. personnel in the event any breach of security is noted.

(b) Waste tire acceptance plan to count, record, and monitor incoming quantities of waste tires

All waste tires accepted at Colt, Inc. must be properly manifested in order to be accepted for processing. Those loads of waste tires which number (5) or less and do not require a Louisiana Waste Tire Manifest are recorded on a daily receipt log that identifies the date, time, name, address, driver's license number and the vehicle tag number and requires the customer signature.

All waste tire loads are inspected prior to acceptance to insure that there are no hazardous materials in the shipment and to insure to the maximum extent possible that the units are not coming from an unauthorized, unpermitted site that may not be approved under the LA DEQ Waste Tire Program. In addition and before waste tires are accepted, current transporter permit documentation and properly executed manifest must be provided by drivers to Colt, Inc. personnel. Any shipments that do not conform to the Louisiana Waste Tire Program shall be immediately rejected.

Upon Colt, Inc.'s acceptance of properly manifested waste tire loads, Colt, Inc. personnel shall direct the waste tire transporting vehicle to the unloading area (see site master plan – Appendix #4) where Colt, Inc. personnel and the permitted transporter shall unload. In the event materials other than properly manifested waste tires are encountered in the shipment, the transporter shall be asked to remove such materials immediately.

Processing is initiated immediately upon unloading as described, unless there are equipment maintenance tasks to be accomplished or serious inclement weathers.

In the event equipment is being repaired or maintained, waste tires shall be received, unloaded and temporarily stored as indicated in the site master plan (See Appendix # 4), but only for the duration required to repair or refurbish the affected unit or component of processing equipment.

(c) Method to control waste water run-on / off

Site run-on/off is controlled by internal and external drainage ditches and structures which are located on and around the site. The site master plan (Appendix #4) depicts these drainage ditches and structures. Internal drainage along and near the waste tires and waste tire material storage area will facilitate proper drainage away from the stored material as shown on the site master plan. Periodic drainage inspection by Colt, Inc. personnel will insure that proper maintenance of the drainage system and prevent standing water in the area of tires and tire material storage areas.

(d) Days and hours of operation

Colt, Inc. waste tire processing facility will normally operate Monday through Friday 8:00am to 5:00pm. However, increased market demands could warrant deviation from this schedule from time to time up to and including the potential for 24 hour a day operation.

(e) Method of storage to exclude standing water, including inside storage

The only waste tires (whole) which are stored by Colt, Inc. for any period of time are those with alternative use other than as vehicle tires unless standard preventive maintenance or repairs are taken place. Such tires are stored in areas where they can be stacked for easy access and are accessible for vector control. In this regard, there are no waste tire piles as defined in the standards identified in LAC 33:VII.10525.

The maximum number of waste tires and waste tire material to be stored at any one time is not more than 3 times monthly volume. The width of fire lanes between all waste tire material piles or whole tire areas are 50 feet. Access is provided by all weather roads. Colt, Inc. contingency plans for control of fire on site, should that occur include, in addition to the supply of water at facility corners, water availability at an on-site pond and surface water which is omnipresent in Bayou Les De Cannes. Equipment with above grade levees does not receive runoff – only rain fall which contacts the surface. Local fire authorities are aware of these sources and the location of a municipal fire hydrant is approximately 1,500 feet from the facility, as well as Colt, Inc's operations. They are also aware that Colt, Inc does not store significant amounts of whole tires.

(f) A detailed description of the waste tire processing method to be used, including daily capacity

The waste tire processing method utilized by Colt, Inc. consists of debanding and shredding of whole tires immediately upon their receipt unless equipment is in preventative maintenance mode as previously stated or otherwise being repaired in preparation of the material for use by Colt, Inc's end-use market. Whole tires are only

stored until repairs or preventative maintenance measures have been fully accomplished. The material will be processed to a 4 x 4 inch chip size for Colt, Inc's large volume markets and a primary shred form, or as otherwise specified by other end-use markets.

Debeading may be accomplished initially by one dedicated truck and one auto tire debader. These units have the capacity to debead 60 to 350 truck and auto tires per hour, respectively. Debeaders shall be added as tire volume and market demand dictates.

Shredding operations shall be accomplished through the utilization of one Triple S Dynamic shredder, one Mac Saturn shredder and two Barclay primary shredders and two Barclay secondary shredders. These shredders give Colt, Inc the capability to shred 30,000 units per day.

The processed material is loaded directly into trailers via conveyor systems or loader equipment for delivery to the end markets. Material may be stockpiled for a period in the event of transportation difficulties, overflow, etc., and then later loaded via loader equipment into trailers for delivery to end markets. The daily processing capacity is 30,000 tires.

- (g) Site grounds maintenance and disease vector control to minimize vector-breeding areas and animal attraction

Grass, brush and other vegetation are cut, mowed, sprayed and fogged on a weekly basis. During warmer periods the frequency will be increased.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 1J DATE (MM/DD/YYYY)
COLT--1 08/17/07

PRODUCER
CT Ins DBA Regions Ins - LE
Suite 3000
101 East Kaliste Saloom Rd
Suite LA 70508
Phone: 337-234-0568 Fax: 337-234-0776

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Colt Inc
P O Box 1408
Scott LA 70583-1408

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Everest Indemnity Insurance Co	10851
INSURER B:	American Int'l Specialty Lines	26883
INSURER C:	Gemini Insurance Company	10833
INSURER D:	La Commerce and Trade Associat	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	4000002244-071	08/15/07	08/15/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPROP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY	PEL0004760	08/15/07	08/15/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	BE2421937	08/15/07	08/15/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	18333	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All policies include Blanket Additional Insured / Alternate Employer (WC) /
Waiver of Subrogation and 30 day Notice of Cancellation as required by
written contract.

CERTIFICATE HOLDER

Louisiana DEQ
Office of Environmental
Services
P O Box 4313
Baton Rouge LA 70821-4313

LODEB47

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William D. Risher

COLT, INC.
SITE CLOSURE PLAN - GENERAL

It is the intent of COLT, Inc. to utilize all processed tire material produced by the company. COLT, Inc. has been successful in removing all processed tire material to date. COLT, Inc. is currently entering into a long-term contract with an end-user which will continue to utilize all material produced by COLT, Inc. In the event COLT, Inc. wishes to leave the business of scrap tire processing, clean closure will be achieved through removal of the material to the end-use market cited above, or through established civil engineering end-uses in which COLT, Inc. is currently, and has been in the past, associated. As a final and last resort, should any material remain after these markets are exhausted, COLT, Inc. plans to remove any residual material from the site and transport it to a permitted landfill facility for disposal. The following are detailed Closure Plans for 1223 Delhomme Ave., Scott, LA.

COLT, INC.**SITE CLOSURE PLAN - 1223 Delhomme Ave., Scott, LA**

Upon closure of the 1223 Delhomme Ave. site, all scrap tire receipts shall be terminated as will shredding operations, the latter only after all whole tire stock has been processed to marketable shreds or other components. That material which is not sold within 60 days after terminating tire receipts and shredding operations shall be removed to a permitted disposal site. After all processed tire material has been removed from the site, the grounds shall be graded to facilitate drainage; all equipment removed from the site; and, an inspection shall be conducted to insure clean closure.

All reusable truck tire mat components will either be sold or they will be disposed of as processed tire material as cited above. Aircraft, heavy duty offroad and heavy truck tires shall be either sold immediately to existing markets or they shall be processed for disposal as cited above.

SCHEDULE FOR CLOSURE ACTIVITIES - 1223 DELHOMME Ave..
SCOTT, LA


Weeks 1&2 - All shred inventory and/or reusable components will be moved to markets existing at the time of anticipated closure. These materials are to be immediately scheduled for sale and removal as rapidly as markets are able to accept such.

Week 3 - All bias bumper tires shall be sold and transported to permitted bumper tire manufacturer. All other recyclable components such as butyl rubber inner tubes shall be sold and transported to out-of-state recycler.

Weeks 4-8 - That tire material that cannot be utilized by established markets shall be processed to specifications required by the selected, permitted landfill facility for disposal at COLT, Inc.'s expense. An inspection of the facility by DEQ personnel shall be requested in writing.

The above schedule may be affected by inclement weather, developing markets, acts of God or other circumstances beyond the control of COLT, Inc. or its management. In the event any such occurrence impinges upon the above schedule, COLT, Inc. will immediately upon discovering such affects upon the schedule, so inform the DEQ.

CONTINUATION CERTIFICATE

AMERICAN CONTRACTORS INDEMNITY COMPANY 
 9841 AIRPORT BLVD., NINTH FLOOR, LOS ANGELES, CA 90045

Bond Number	Bond Description	Bond Amount	Effective Date	Expiration Date
176058 R2008	598 UTILITY BOND	\$10,000.00	01/23/2008	01/23/2009

Obligee:

LOUISIANA DEPT OF ENVIRONMENTAL QUALITY, WASTE TIRE MGMT. FUND
 PO BOX 940
 BATON ROUGE, LA 70814

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES ON IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE, ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Principal:

COLT, INC.
 DBA:
 PO BOX 1408
 SCOTT, LA 70583

Agent: (9323)

ICT INSURANCE AGENCY, INC.
 P.O. BOX 12710
 NEW IBERIA, LA 70562-2710

*You and/or your company is responsible for supplying this certificate to the Obligee prior to bond expiration, where required.



WASTE TIRE FACILITY FINANCIAL GUARANTEE BOND

Date bond was executed: January 23, 2003

Effective date: January 23, 2003

Principal: Colt, Inc.
P. O. Box 1408
Scott LA 70583

Type of organization: Corporation

State of incorporation: Texas

Surety: American Contractors Indemnity Company
9841 Airport Blvd 9th floor
Los Angeles CA 90045

Site number RTPO-55-4054, Colt, Inc., 1223 Delhomme Street, Scott LA 70583

Total penal sum of bond: \$10,000.00

Surety's bond number: 176058

Know All Persons By These Presents, That we, the Principal and Surety hereto, are firmly bound to the Louisiana Department of Environmental Quality Waste Tire Management Fund in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where Sureties are corporations acting as cosureties, we the sureties bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit or liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Resource Conservation and Recovery Act as amended (RCRA) and the Louisiana Environmental Quality Act, R.S. 30:2001, et seq., to have a permit in order to own or operate the waste tire facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for closure care, as a condition of the permit;

NOW THEREFORE, if the Principal shall provide alternate financial assurance as specified in LAC 33.VII. and obtain written approval from the administrative authority of such assurance, within 90 days after the date of notice of cancellation is received by both the Principal and the administrative authority from the Surety, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above. Upon notification by the administrative authority that the Principal has failed to perform closure in accordance with the closure plan and permit requirements as guaranteed by this bond, the Surety shall place funds in the amount guaranteed for the facility into the Waste Tire Management Fund fund as directed by the administrative authority.

The Surety hereby waives notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations, and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have elapsed beginning on the date that both the Principal and the administrative authority received the notice of cancellation, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety received written authorization for termination of the bond by the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.


IN WITNESS WHEREOF, the Principal and the Surety have executed this FINANCIAL GUARANTEE BOND and have affixed their seals on the date set forth above.

Those persons whose signatures appear below hereby certify that they are authorized to execute this FINANCIAL GUARANTEE BOND on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Louisiana and that the wording of this surety bond is identical to the wording specified in the

Louisiana Department of Environmental Quality's Financial Assurance Documents dated August 4, 1994 effective on the date this bond was executed.

PRINCIPAL:

COLT, INC.



Signature

Kip D Vincent

Name

President

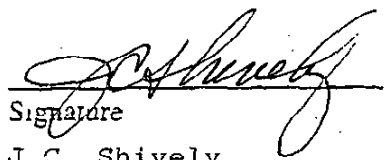
Title

CORPORATE SURETY

American Contractors Indemnity Co.

State of incorporation: California

Liability limit: \$ 10,000.00

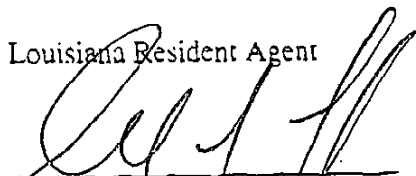


Signature
J.C. Shively
attn-in-fact

Name and Title

Bond Premium: \$1,000.00

Louisiana Resident Agent



Charles R. Landry



American Contractors Indemnity Company

9841 Airport Blvd., 9th Floor, Los Angeles, California 90045

44-2241

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation does hereby appoint,

J.C. Shively

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ 10,000.00. This Power of Attorney shall expire without further action on September 27, 2005.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-fact and revoke the authority given.

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on the 1st day of September, 2000.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By:

Andy T. Faust, Jr.

Andy T. Faust, Jr., Corporate President

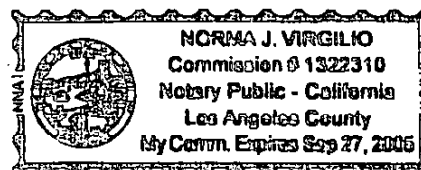
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

§
§

On this 1st day of September, 2000 before me, Norma J. Virgilio, a notary public, personally appeared Andy T. Faust, Jr., Corporate President of American Contractors Indemnity Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

WITNESS my hand and official seal

Norma J. Virgilio
Norma J. Virgilio, Notary



I, JAMES H. FERGUSON, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 27 day of January, 2003.

and No. 176058

Agency No. 9323

James H. Ferguson
JAMES H. FERGUSON, Corporate Secretary



7411 Fullerton Street, Suite 110
 Jacksonville, FL 32256
 Toll Free 877/382-6453

INVOICE # SU7070000

Date: February 2, 2007

Colt, Inc.
 Kip Vincent, President
 1223 Delhome Avenue
 Scott, LA 70583-5028

*****REVISED*****

ACCOUNT NUMBER: 81403696/Master Standby Trust for the Louisiana Department of
 Environmental Quality

DESCRIPTION OF CHARGE	EXPENSE	FEE
ANNUAL ESCROW AGENT FEE FOR THE PERIOD 02/01/07 THROUGH 01/31/08		\$500.00
INVOICE TOTAL:		\$500.00

Make check payable to: SALEM TRUST COMPANY

Enclose a copy of the invoice and return to:

GreatBanc Trust Company
 Attn: Fee Department
 2430 W. Indian Trail Suite 201
 Aurora, IL 60506

DUBROC ENGINEERING, INC.

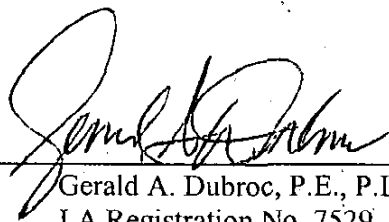
202 RUE IBERVILLE, SUITE 101 LAFAYETTE, LOUISIANA 70508-3295
PHONE (337) 237-4520 FAX (337) 237-4519

GERALD A. DUBROC, P.E., P.L.S.
MARK B. DUBROC, P.E.
DALE W. LEBLANC, P.E.

KEITH W. BERGERON, P.E.
ANGELA C. THIBODEAUX, P.E.
CHRISTOPHER D. GUILBEAU, P.E.
LUCAS W. ABSHIRE, E.I.

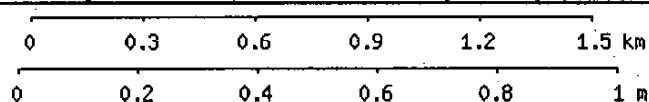
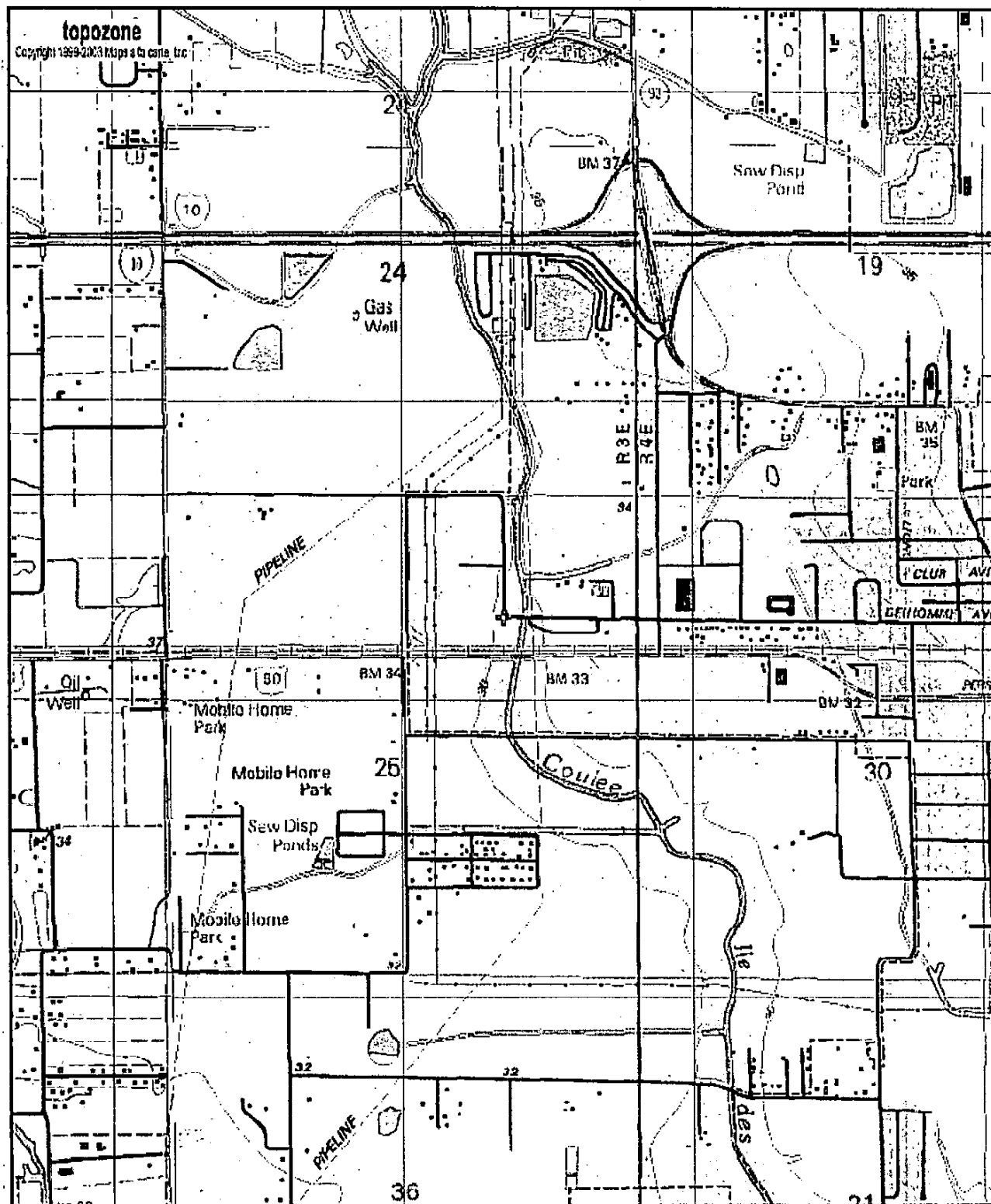
January 23, 2007

I, Gerald Dubroc, a registered engineer licensed in the State of Louisiana; Registration No. 7529, do hereby certify that the plans, specifications, and operations represented and described in this application submitted by Colt, Inc. were prepared under my supervision.



Gerald A. Dubroc, P.E., P.L.S.
LA Registration No. 7529





UTM 15 585362E 3345080N (NAD27)
USGS Lafayette (LA) Quadrangle
 Projection is UTM Zone 15 NAD83 Datum

M=1.664
 G=0.447

BEST COPY OF THE NEXT 05 PAGES

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
FIELD INTERVIEW FORM**

Permit - KP 259 RT
 AGENCY INTEREST#: 24831 INSPECTION DATE: 11/27/01 TIME OF ARRIVAL: 11:00 AM
 ALTERNATE ID#: KP-055-1054 DEPARTURE DATE: 11/27/01 TIME OF DEPARTURE: 11:20 AM
 FACILITY NAME: Cell 1100 (ID Type/Number) PH. #: (504) 381-1000
 LOCATION: 1223 Orleans Avenue, Scott, LA 70583 PARISH NAME: St. James
 RECEIVING STREAM (BASIN/SUBSEGMENT): _____
 MAILING ADDRESS: P.O. Box 1408, Scott, LA 70583
 (Street/P.O. Box) (City) (State) (ZIP)
 FACILITY REPRESENTATIVE: _____ TITLE: _____
 FACILITY REPRESENTATIVE PHONE NUMBER: _____
 NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above): _____
King D. ...

INSPECTION TYPE: Sid-Cel PROGRAM INVOLVED: AIR ☒ WASTE ☒ WATER ☐ OTHER ☐

INSPECTOR'S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENTATIVES)

A solid waste compliance audit was performed at the subject waste transfer station. No violations were observed at this time. The facility is in compliance with all applicable rules and regulations. The permit is in good standing. The facility is authorized to transport (KP-4054) ...

Facility is in compliance with all applicable rules and regulations. The permit is in good standing. The facility is authorized to transport (KP-4054) ...

AREAS OF CONCERN:

REGULATION	EXPLANATION	CORRECTED?
_____	_____	YES NO
_____	_____	YES NO

PHOTOS TAKEN: ☐ YES ☒ NO SAMPLES TAKEN: ☐ YES ☒ NO (Attach Chain-of-custody)

RECEIVED BY: SIGNATURE: [Signature]

PRINT NAME: Kip D. ...
 (NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT WITH INSPECTOR'S NOTES)

INSPECTOR(S): [Signature] CROSS REFERENCE: _____

ATTACHMENTS: _____

REVIEWER: _____

NOTE: The information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
ADDITIONAL OBSERVATIONS (cont'd)**

AGENCY INTEREST# 24831ALTERNATE ID# RTP-035-1054INSPECTION DATE: 11/29/00FACILITY NAME: Coill Winc.**INSPECTOR OBSERVATIONS CONT'D:**

Open burning is not conducted.
Waste tire management is in order. Tires
recycle 5 non-manifested tires from individuals
per day. Facility accepts up to 20 individual
tires per individual per day. Facility needs
customer name, address, city, state, zip
phone number. Driver license number - ^{for many} _{state}
H. Customer signs the load log.
A log of 50' being maintained.
Waste tires not allowed in standing water.
Tires are stored shall meet applicable state & local
fire codes. Having National fire protection Association
standards and guidelines for storage.
Fire logs are provided as required.
Access by all weather roads.
Facility received - I will be receiving more tires
from New Orleans. Ship the tires to the
facility - 190,000 non-manifested tires from
New Orleans.
Facility has a non-manifested tire storage
area. Facility is scheduling program for this
date.
H₂O discharge permit - LA0095761 - expires 8/31/02.
No means of communication date.

INITIALS OF RECEIPT KAV

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
FIELD INTERVIEW FORM**

Permit - RP-005921
 AGENCY INTEREST#: 24831 INSPECTION DATE: 6/19/06 TIME OF ARRIVAL: 9:00AM
 ALTERNATE ID#: RTP-055-1054 DEPARTURE DATE: 6/19/06 TIME OF DEPARTURE: 10:50AM
 FACILITY NAME: (ID Type/Number) C&T - Inc PH. #337-235-0353
 LOCATION: 1223 Woburn Ave Scott, LA 70583
 RECEIVING STREAM (BASIN/SUBSEGMENT): PARISH NAME: Natchitoches
 MAILING ADDRESS: P.O. Box 1408 Scott, LA 70583
 FACILITY REPRESENTATIVE: (Street/P.O. Box) (City) (State) (ZIP)
 FACILITY REPRESENTATIVE PHONE NUMBER: TITLE:
 NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above):
 Kip Vincent - owner

INSPECTION TYPE: SW-CI PROGRAM INVOLVED: AIR WASTE WATER OTHER

INSPECTOR'S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENTATIVES)

A solid waste ci inspection was conducted at the subject facility. Mr. Kip Vincent was contacted at that time. Facility is a tire processing facility that operates under permit RP-005921 that expires 5-25-09.

- Facility utilizes propane for heating.
 Facility is an authorized air transporter (RT-4054 - Certificate # 7-988-998). New tags on site for vehicles.

AREAS OF CONCERN:

REGULATION	EXPLANATION	CORRECTED?
		YES NO
		YES NO

PHOTOS TAKEN: ☐ YES ☒ NO SAMPLES TAKEN: ☐ YES ☒ NO (Attach Chain-of-custody)

RECEIVED BY: SIGNATURE: [Signature]

PRINT NAME: Kip D Vincent
 (NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT WITH INSPECTOR'S NOTES)

INSPECTOR(S): [Signature] CROSS REFERENCE:

ATTACHMENTS:

REVIEWER:

NOTE: The information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to a matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirement of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
ADDITIONAL OBSERVATIONS (cont'd)

AGENCY INTEREST# 24831

ALTERNATE ID# RTP-155-4054

INSPECTION DATE 6/19/06

FACILITY NAME Cell Inc.

INSPECTOR OBSERVATIONS CONT'D:

Brush on D being maintained.
No burning is not conducted.
Waste tires managed appear to be in order.
Facility will accept 5 max managed tires
from individuals per day. Records kept in
files & information gathered from Lasher - license
plate & name, phone # & how many tires.
Waste tires not observed in storage area.
Waste tires stored shall meet applicable state &
local fire codes utilizing National Fire Protection
Association standards as a guide in storage.
After hours are provided as required.
The piles shall not exceed 10' h & 20' x 20' in
dimensions.
Access by all weather roads.
Facility is receiving non-programatic donations.
These are non-programatic tires & 102, no tire marks
shown.
Shredder down this date. Facility is receiving
materials shredder & will begin shredding or
sending materials to market REAP.
Water discharge permit LA0093701 - expires 8/31/07.
Facility is asked to contact me at 337-222-5384
when the shredder is back on line.

INITIALS OF RECEIPT

KOV

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY FIELD INTERVIEW FORM

RP-0259R1

AGENCY INTEREST#: 24871 INSPECTION DATE: 3/21/05 TIME OF ARRIVAL: 10:00ALTA ID#: RPI-055-4054 DEPARTURE DATE: 3/21/05 TIME OF DEPARTURE: 11:30FACILITY NAME: Celt, Inc. PH#: (337) 255-0357LOCATION: 1223 Belhomme St Scott La 70582RECEIVING STREAM (BASIN/SUBSEGMENT): _____ PARISH NAME: CaldwellMAILING ADDRESS: PO Box 1408 Scott La 70582
(Street/P.O. Box) (City) (State) (ZIP)FACILITY REPRESENTATIVE: Kim Vincent TITLE: Owner

FACILITY REPRESENTATIVE PHONE NUMBER: _____

NAME, TITLE, ADDRESS and TELEPHONE of RESPONSIBLE OFFICIAL (if different from above): _____

INSPECTION TYPE: SW-CEI PROGRAM INVOLVED: AIR (WASTE) WATER OTHER _____

INSPECTOR'S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENTATIVES)

RI conducted at Celt, Inc. in presence of Owner Kim Vincent. This was a full compliance evaluation, inclusive of a walk-through investigation on site. Complete paperwork audit was performed including manifests and facility arrangements with the local authorities. No more than five tires per load are accepted if a manifest does not exist. The permit was issued RP-0259R1 expires 5/25/09. Now waste tire tests will be used beginning. Gates locked at night.

AREAS OF CONCERN:

REGULATION	EXPLANATION	CORRECTED?
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO

PHOTOS TAKEN: ☐ YES ☒ NOSAMPLES TAKEN: ☐ YES ☒ NO (Attach Chain-of-custody)

RECEIVED BY: SIGNATURE: _____

PRINT NAME: Kim Vincent

(NOTE: SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT WITH INSPECTOR'S STATED OBSERVATIONS)

INSPECTOR(S): Mark Robillard

CROSS REFERENCE: _____

Terry ConqueATTACHMENTS: checklist

REVIEWER: _____

Permit Renewal

NOTE: The information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but not limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes, regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

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FILE NO.

CLERK OF COURT
LAFAYETTE, LA.
FILED AND RECORDED

00-007809

2000 FEB 29 PM 3:43

LOUIS J. PERRET
CLERK OF
ACT OF CREDIT SALE AND VENDOR'S LIEN
COURT RECORDER

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on the date(s) set forth below, before the undersigned Notary Public, duly commissioned and qualified as such, in and for said Parish and State, personally came and appeared:

LUCILE V. KEENEY, married to and living with Huey C. Keeney, Sr., and the said **HUEY C. KEENEY, SR.**, both persons of the full age of majority and residents of the Harris County, Texas, whose present mailing address is 6023 Stones Throw, Houston, Tx 77050

RANDOLPH VENNARD KEENEY, married to and living with Sandy Keeney, a person of the full age of majority and resident of the Harris County, Texas, whose present mailing address is 5847 San Felipe, Suite 800 Houston, Tx 77057,

WICKLIFFE BLACK VENNARD, JR., TRUST, said trust was created under that certain trust agreement dated June 1, 1966 and recorded under Entry No. 494376 of the Clerk of Court's records for the Lafayette, Parish, Louisiana, and being represented herein by its trustee Bank One Trust Company, NA formerly First National Bank of Lafayette, who is acting through its authorized representative Richard Fruge',

ELISE LOCKETT CHAPPUIS, (SS#438-06-0960), a single person of the full age of majority and resident of Texas, whose present mailing address is 3640 Asbury Ave., Dallas, Texas 75205,

RICHARD D. CHAPPUIS, III., (SS# 438-06-0978), a single person of the full age of majority and resident of the Parish of Lafayette, Louisiana, whose present mailing address is 318 N. Sterling St., Lafayette, LA. 70501,

CAMERON CHARLES CHAPPUIS, (SS# 438-06-0995), a single person of the full age of majority and a resident Texas, whose present mailing address is 1781 Spyglass Drive, Apt. 306, Austin, Tx 78746,

ELISABETH RANSOM KRAFT INTER VIVOS TRUST NO. 2, a trust created under the Laws of the State of Louisiana, the Declaration of which is recorded under Entry No. 91-14295 of the records of the Clerk of Court's office for the Parish of Lafayette, Louisiana, and represented herein by John Nickerson Chappuis, Trustee, in accordance with the said Declaration of Trust, whose mailing address is 121 Hillside Drive, Lafayette, LA. 70503;

JOHN NICKERSON CHAPPUIS CHILDREN'S INTER VIVOS TRUST NO. 1, a trust created under the Laws of the State of Louisiana, the Declaration of which is recorded under Entry No. 91-14294 of the records of the Clerk of Court's office for the Parish of Lafayette, Louisiana, and represented herein by Richard D. Chappuis, Jr., Trustee, in accordance with the said Declaration of Trust, whose mailing address is 417 E. Demanade, Lafayette, LA. 70503,

BELLA NICKERSON (SS#434-68-4598), widow of Richard D. Chappuis, Sr., and widow of Samuel Ralph Abramson, a resident of Lafayette Parish, Louisiana, whose present mailing address is P.O. Box 90085, Lafayette, LA. 70509,

RICHARD D. CHAPPUIS, JR., (SS# 437-64-8054), divorced from Sally McBride and now married to and living with Mary Olive Broussard, a person of the full age of majority and resident of the Parish of Lafayette, Louisiana, whose present mailing address is 417 E. Demanade, Lafayette, LA. 70503,

BELLA ELISABETH CHAPPUIS, (SS# 438-68-0055), married to and living with Ralph E. Kraft, a person of the full age of majority and resident of the Parish of Lafayette, Louisiana, whose present mailing address is 109 Nickerson, Lafayette, LA. 70501,

JOHN NICKERSON CHAPPUIS, (SS# 438-68-0054), married to and living with Colleen McDaniel, a person of the full age of majority and resident of the Parish of Lafayette, Louisiana, mailing address is 121 Hillside Drive, Lafayette, LA. 70503, hereinafter collectively referred to as "Vendors",

who declared that for the consideration hereinafter mentioned, Vendors do by these presents, sell, transfer and deliver with full guarantee of title and free from all encumbrances, except those hereinafter referred to, and with subrogation to all Vendors' rights and actions of warranty against previous owners and together with all rights of prescription, both liberative and acquisitive, to which the Vendors may be entitled, unto:

COLT, INC., (TI#76-0459415) a corporation organized and existing under the laws of the State of Texas, authorized to do and doing business in the State of Louisiana, whose permanent mailing address is P.O. Box 1408, Scott, LA 70583, represented herein by its President, Kip D. Vincent, pursuant to that certain resolution attached hereto and made a part hereof, hereinafter referred to as "Purchaser",

present, accepting and purchasing for itself, its successors and assigns and acknowledging delivery and possession thereof the following described property (the "Property"), to-wit:

That certain tract of land, together with all improvements thereon, consisting of 16.206 acres, situated in Section 25, Township 9 South, Range 3 East, Town of Scott, Lafayette Parish, Louisiana, and being more fully shown on a plat of survey by Mader-Miers Engineering, Inc., dated August 20, 1999, (a copy of which is attached hereto and made a part hereof).

This sale is made and accepted subject to the easements, mineral reservations, royalty reservations, mineral leases, rights of way and obligations of ownership, etc., affecting the Property hereinabove described of record in the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

Taxes for the years 1997, 1998 and 1999 are paid.

Taxes for the year 2000 are to be pro-rated.

Vendors expressly reserves unto themselves, their successors and assigns, all of the oil, gas and other minerals in and under the above described property; provided, however, Vendors, their successors or assigns, shall have no right to execute an oil, gas and other mineral lease or join with any other party executing an oil, gas and other mineral lease unless such oil, gas and other mineral lease contain an off-site drilling clause which shall preclude any Lessee from drilling, exploring for, or using the surface of the above described property for any purpose whatsoever in connection thereto, and further,

Vendors, their successors or assigns, shall have no right to use the surface of the above described property for any purpose whatsoever.

Purchaser acknowledges and declares that Purchaser has inspected the building, improvements, appliances and component parts of the building and improvements located on the Property acquired herein and is aware of the said Property's present condition, and has inspected the land and/or Property itself for environmental, hazardous substances, and other purposes; Purchaser further acknowledges that Purchaser has had full opportunity to inspect the said Property and to have it inspected by any consultant of Purchaser's choosing and for whatever purpose of its choosing. Purchaser further acknowledges that Purchaser takes the subject Property "as is" and "where is" without any express, implied or statutory warranty against vices and defects therein, whether apparent, latent or hidden, or redhibitory vices; Purchaser expressly waives, and Purchaser expressly disclaims, any implied or statutory warranties growing out of or connected with any vices and defects in the Property sold herein, whether apparent, latent or hidden, or redhibitory vices and defects; Purchaser further expressly waives any right for a rescission of this sale, or reduction of the price, of the Property as a result of such vices and defects, and further expressly waives any warranty of merchantability or fitness for any particular purpose, including, but not limited to, the warranties provided in Articles 2520, 2531, 2541, 2542 and 2545 of the Louisiana Civil Code, and under any successor articles thereto. This express waiver of warranties shall be considered a material and integral part of this transaction entered into between the parties hereto without which Seller would not have sold the Property.

This sale is made and accepted for and in consideration of the sum of ONE HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 (\$121,545.00) DOLLARS, in part payment whereof Purchaser has paid Vendor in cash the sum of NINETY-SEVEN THOUSAND TWO HUNDRED THIRTY-SIX AND NO/100 (\$97,236.00) DOLLARS, receipt of which is hereby acknowledged; and for the balance of said price, Purchaser furnished one (1) Promissory Note (the "Note") in the amount of TWENTY-FOUR THOUSAND THREE HUNDRED NINE AND NO/100 (\$24,309.00) DOLLARS drawn to the order of Bella Nickerson Chappuis Abramson, Richard D. Chappuis, Jr., Bella Elisabeth Chappuis Kraft, John Nickerson Chappuis, Lucile V. Keeney, Huey C. Keeney, Sr., Randolph Vennard Keeney, Wickliffe Black Vennard, Jr., Trust, Elise Lockett Chappuis, Richard D. Chappuis, III., Cameron Charles Chappuis, Elisabeth Ransom Kraft Inter Vivos Trust No. 2, and John Nickersons Chappuis Children's Inter Vivos Trust No. 1, hereinafter referred to as "Lenders"), dated of even date herewith and payable at 700 St. John Street, 5th Floor, Lafayette, Louisiana, 70501, bearing interest at the rate of Eight (8%) percent per annum from date until paid and made payable in nineteen (19) consecutive equal quarterly installments of ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS, or more, plus an additional quarterly installment of \$1,175.86

(being the 20th quarterly installment), the first quarterly installment falling due on or before May ____, 2000, and the remaining installments on or before the same day of each quarter thereafter, until the full payment of principal and interest, with the entire principal balance of the Note, if not sooner paid, due and payable on February 25, 2005. Interest due at the time of each installment is to be deducted and the balance credited to principal.

The Note, after being paraphed "Ne Varietur" by the undersigned Notary before whom the Purchaser signed, was handed to the Lenders who acknowledged receipt thereof.

It is further specifically agreed and understood by the Purchaser that the Lenders may, at Lenders' option, declare the entire indebtedness of the Credit Sale and Vendor's Lien created herein represented by the Note to Lenders immediately due and payable, without the necessity of demand or placing in of default, and may immediately thereafter proceed to institute suit on the entire indebtedness represented by the Note, and/or foreclose the Credit Sale and Vendor's Lien created herein in Lenders' favor, by executory process or otherwise, upon the violation by the Purchaser, its successors or assigns, of any covenant, agreement, condition or obligation of this Credit Sale and Vendor's Lien, including, but not limited to, the obligation to pay.

It is further specifically agreed and understood by the Purchaser that a sale of the Property, or any portion thereof, shall, at the option of the Lenders, cause the Note to become immediately due and exigible.

Without the prior written consent of the Lenders, the Purchaser binds and obligates itself, its successors and assigns, until the entire obligation created by this transaction is completely satisfied, that they will pay all taxes, paving assessments, sewerage assessments, assessments for improvements, bills for repairs and any and all other expenses incident to the ownership of the Property, in order that no privilege superior to that of the Lenders may be created against the Property during the term of this indebtedness.

In the event the Purchaser, its successors and assigns, should refuse to pay the taxes, paving assessments, sewerage assessments, assessments for improvements and all other charges referred to above or hereinafter referred to, or should fail or neglect to pay same as the same may fall due during the term of this indebtedness, the Purchaser, its successors and assigns, authorize the Lenders to pay and discharge the same for the account of the Purchaser, its successors and assigns, at the option of the Lenders, and to enter said such sums as are so paid as a charge against the account of the Purchaser, its successors and assigns, and same shall be secured by this Credit Sale and Vendor's Lien created herein. If said charges so paid by the Lenders are not reimbursed to the Lenders by the Purchaser, its successors and assigns, together with twelve (12%) percent interest per annum thereon, within fifteen (15) days after the same are so paid, the Lenders shall have the right to declare due and exigible the entire obligation and indebtedness created herein, in principal, interest, attorney's fees, charges, expenses, etc., or may upon the

request of the Purchaser, its successors and assigns, fix such additional monthly payments as a charge against the Purchaser, its successors and assigns, as will reimburse the sums so expended, together with twelve (12%) percent interest per annum thereon until paid in monthly installments not to exceed ten (10) in number, due at such time as the Lenders may fix, which sum shall be paid in addition to the regular monthly payments hereinabove specified. In the event the Lenders should pay said charges, or any part thereof, the amount thus paid shall be secured by this Credit Sale and Vendor's Lien on the Property and the Purchaser, its successors and assigns, hereby specially mortgage, effect and hypothecate the Property to the extent of fifty (50%) percent of the original principal sum, over and above and exclusive of the amount secured by this Credit Sale and Vendor's Lien, in order to secure the amounts thus paid.

Now, in order to more fully secure the punctual payment of the Note and all accruing interest thereon, and the performance of all covenants, agreements, conditions and obligations contained in this Credit Sale and Vendor's Lien, as well as attorney's fees herein fixed at fifteen (15%) percent in case of suit, the Purchaser specifically mortgages, effects and hypothecates unto and in favor of the Lenders the Property, the Lenders retaining special mortgage and vendor's privilege to which the Purchaser consents, the Purchaser binding itself, its successors and assigns, not to sell, alienate or otherwise encumber the Property to the prejudice of this Credit Sale and Vendor's Lien.

And the Purchaser does by these presents consent, agree and stipulate that in the event the Note, or any installment due thereon, is not paid within the time provided for in this Credit Sale and Vendor's Lien or in the event the Purchaser violates any of the covenants, agreements, conditions or obligations contained in this Credit Sale and Vendor's Lien, it shall be lawful for, and the Purchaser authorizes, the Lenders to cause all and singular the Property to be seized and sold under executory process, or other legal process, to the highest bidder payable cash. The Purchaser hereby confesses judgment in favor of the Lenders for the full amount of the indebtedness in principal and interest, with all costs, charges, attorney's fees and expenses whatsoever. The Purchaser waives in favor of the Lenders, any and all homestead exemptions and other exemptions of seizure or otherwise to which the Purchaser is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Property is concerned. The Purchaser further waives:

- (a) the benefit of appraisalment as provided in Louisiana Code of Civil Procedure Articles 2332, 2236, 2723 and 2724, and all other laws conferring the same;
- (b) the demand and three days' delay accorded by Louisiana Code of Civil Procedure Articles 2639 and 2721;

- (c) the notice of seizure required by Louisiana Code of Civil Procedure Articles 2293 and 2721;
- (d) the three days' delay provided by Louisiana Code of Civil Procedure Articles 2331 and 2722; and
- (e) the benefit of the other provisions of Louisiana Code of Civil Procedure Articles 2331, 2722 and 2723, not specifically mentioned above.

Purchaser hereby designates Lender, or any future holder or holders of the Note herein issued or any agent or nominee or Lender or of the holder of said note, as keeper of the Mortgaged Property, and in addition hereby further expressly authorizes and permits Lender or the then holder of said Note to name a keeper for the Mortgaged Property or any part thereof at the time any seizure of the Property mortgaged may hereinafter be effected in any action for the recognition or enforcement of the vendor's lien and mortgage herein retained and granted, but nothing herein shall require Lender or any holder of said note to petition for nor to provoke the appointment of any such keeper. This designation and the permission herein granted are made pursuant to Louisiana Revised Statutes 9:5136 et seq., the provision of which shall likewise govern the powers, duties and compensation of any such keeper.

The covenants, agreements, conditions and obligations of this Credit Sale and Vendor's Lien shall bind and benefit the heirs, successors and assigns, of the Vendors, the Purchaser, the Lenders and any future holder or holders of the Note.

THUS DONE AND SIGNED on this 19th day of February, 2000 at Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Elita L. Darnall

Bella Nickerson Chappuis Abramson
BELLA NICKERSON CHAPPUIS ABRAMSON

Wendy W. Patten

Bella Elisabeth Chappuis Kraft
BELLA ELISABETH CHAPPUIS KRAFT

John Nickerson Chappuis
JOHN NICKERSON CHAPPUIS

Richard D. Chappuis, Jr.
RICHARD D. CHAPPUIS, JR.

Richard D. Chappuis, III
RICHARD D. CHAPPUIS, III

ELISABETH RANSOM KRAFT INTER VIVOS TRUST NO. 2

BY: John Nickerson Chappuis

JOHN NICKERSON CHAPPUIS CHILDREN'S INTER VIVOS TRUST NO. 1

BY: Richard D. Chappuis, Jr.

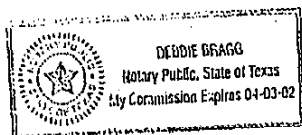
[Signature]
Notary Public

THUS DONE AND SIGNED on this 8th day of February, 2000 at
HARRIS County, Texas, in the presence of the undersigned competent
witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]
[Signature]

Lucile V. Keeney
LUCILE V. KEENEY
Huey C. Keeney, Sr.
HUEY C. KEENEY, SR.
Randolph Vennard Keeney
RANDOLPH VENNARD KEENEY



Debbie Bragg
Notary Public

THUS DONE AND SIGNED on this 19th day of February, 2000 at
~~Louisiana~~, Louisiana County, Texas, in the presence of the undersigned competent
witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

[Signature] SIMON
[Signature]

Elise Lockett Chappuis
ELISE LOCKETT CHAPPUIS

[Signature]
Notary Public

THUS DONE AND SIGNED on this 19th day of February, 2000 at
LAFAYETTE PARISH ^{Louisiana} County, Texas, in the presence of the undersigned competent
witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Glita R. Darnell
Wendy W. Patten

[Signature]
CAMERON CHARLES CHAPPUIS

[Signature]
Notary Public

THUS DONE AND SIGNED on this 24 day of February, 2000 at
[Signature] Parish, Louisiana, in the presence of the undersigned competent
witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

John Lyan
[Signature]

WICKLIFFE BLACK VENNARD, JR., TRUST

BY Richard L. Hays, Jr.

[Signature]
Notary Public

THUS DONE AND SIGNED on this 25th day of February, 2000 at Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Paul Simon

Patricia E. Simon

COLT, INC.

By: *[Signature]*

[Signature]
Notary Public